

## ATTACHMENT 8



**Universal Service Administrative Company**  
Schools & Libraries Division

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### COMMITMENT ADJUSTMENT LETTER

October 28, 2002

Dennis Fuddy  
NORFOLK PUBLIC SCHOOL DISTRICT  
800 E. City Hall Avenue  
Norfolk, VA 23510

Re: COMMITMENT ADJUSTMENT

Funding Year: 2000-2001

Form 471 Application Number: 165013

Dear Applicant:

Our routine reviews of Schools and Libraries Program funding commitments revealed certain applications where funds were committed in violation of program rules.

In order to be sure that no funds are used in violation of program rules, SLD must now adjust your overall funding commitments. The purpose of this letter is to make the adjustments to your funding commitments required by program rules.

### FUNDING COMMITMENT REPORT

On the pages following this letter, we have provided a Funding Commitment Report for the Form 471 application cited above. The enclosed report includes a list of the FRNs from your application for which adjustments are necessary. The SLD is also sending this information to your service provider(s), so preparations can be made to implement this decision.

Immediately preceding the Funding Commitment Report, you will find a guide that defines each line of the Report.

Please note that if the Funds Disbursed to Date amount exceeds your Adjusted Funding Commitment amount, USAC will have to recover some or all of the funds disbursed. The amount is shown as Funds to be Recovered. If funds must be recovered, we will be sending your service provider a letter describing the process for recovering these funds in the near future, and we will send a copy of the letter to you. If the Funds Disbursed to Date amount is less than the Adjusted Funding Commitment amount, USAC will continue to process properly filed invoices up to the Adjusted Funding Commitment amount.

## TO APPEAL THESE FUNDING COMMITMENT DECISIONS

If you wish to appeal the Funding Commitment Decision(s) indicated in this letter, your appeal must be made in writing and **RECEIVED BY THE SLD** at the address below **WITHIN 60 DAYS OF THE DATE AT THE TOP OF THIS LETTER**. Appeals received after that date will be rejected as untimely. In your letter of appeal:

1. Include the name, address, telephone number, fax number, and e-mail address (if available) for the person who can most readily discuss this appeal with us.
2. Identify which Commitment Adjustment Letter you are appealing. Your letter of appeal must include the applicant name and the Form 471 Application Number from the top of this Commitment Adjustment Letter.
3. Identify the particular Funding Request Number (FRN) that is the subject of your appeal. When explaining your appeal, include the precise language or text from the Commitment Adjustment Letter that is at the heart of your appeal. By pointing us to the exact words that give rise to your appeal, you will enable us to more readily understand and respond appropriately to your appeal. Please keep your letter to the point, and provide documentation to support your appeal. Be sure to keep copies of your correspondence and documentation.
4. Provide an original authorized signature on your letter of appeal.

Please send your appeal to: Letter of Appeal, Schools and Libraries Division, Box 125- Correspondence Unit, 80 South Jefferson Road, Whippany, NJ 07981. New options for filing an appeal can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site <<http://www.sl.universalservice.org>> or by contacting the Client Service Bureau at 1-(888)-203-8100.

While we encourage you to resolve your appeal with the SLD first, you have the option of filing an appeal with the Federal Communications Commission (FCC) via United States Postal Services: FCC, Office of the Secretary, 445-12th Street SW, Washington, DC 20554. If you are submitting your appeal to the FCC by other than United States Postal Services, check the SLD web site for more information. Please reference CC Docket Nos. 96-45 and 97-21 on the first page of your appeal. The FCC must **RECEIVE** your appeal **WITHIN 60 DAYS OF THE ABOVE DATE ON THIS LETTER** for your appeal to be filed in a timely fashion. Further information and new options for filing an appeal directly with the FCC can be found in the "Appeals Procedure" posted in the Reference Area of the SLD web site, <http://www.sl.universalservice.org> or by contacting the Client Service Bureau at 1-(888)-203-8100.

## A GUIDE TO THE FUNDING COMMITMENT REPORT

Attached to this letter will be a report for each funding request from your application for which a commitment adjustment is required. We are providing the following definitions.

- **FUNDING REQUEST NUMBER (FRN):** A Funding Request Number is assigned by the SLD to each request in Block 5 of your Form 471 once an application has been processed. This number is used to report to Applicants and Service Providers the status of individual discount funding requests submitted on a Form 471.
- **SPIN (Service Provider Identification Number):** A unique number assigned by the Universal Service Administrative Company to service providers seeking payment from the Universal Service Fund for participating in the universal service support programs.
- **SERVICE PROVIDER:** The legal name of the service provider.
- **CONTRACT NUMBER:** The number of the contract between the eligible party and the service provider. This will be present only if a contract number was provided on Form 471.
- **SERVICES ORDERED:** The type of service ordered from the service provider, as shown on Form 471.
- **SITE IDENTIFIER:** The Entity Number listed in Form 471 for "site specific" FRNs.
- **BILLING ACCOUNT NUMBER:** The account number that your service provider has established with you for billing purposes. This will be present only if a Billing Account Number was provided on your Form 471.
- **ADJUSTED FUNDING COMMITMENT:** This represents the adjusted total amount of funding that SLD has committed to this FRN. If this amount exceeds the Funds Disbursed to Date, the SLD will continue to process properly filed invoices up to the new commitment amount.
- **FUNDS DISBURSED TO DATE:** This represents the total funds which have been paid up to now to the identified service provider for this FRN.
- **FUNDS TO BE RECOVERED:** This represents the amount of Funds Disbursed to Date that exceed the Adjusted Funding Commitment amount. These funds will have to be recovered. If the Funds Disbursed to Date do not exceed the Adjusted Funding Commitment amount, this entry will be \$0.
- **FUNDING COMMITMENT ADJUSTMENT EXPLANATION:** This entry provides a description of the reason the adjustment was made.

## **Funding Commitment Report for Application Number: 165013**

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Funding Request Number: 329360                      SPIN: 143004547  
Service Provider: Hampton Roads Educational Telecommunications Assoc., Inc.  
Contract Number: MTM  
Services Ordered: INTERNET ACCESS  
Site Identifier:  
Billing Account Number: 757 - 441 - 2458  
Adjusted Funding Commitment: \$0.00  
Funds Disbursed to Date: \$4,483.35  
Funds to be Recovered: \$4,483.35

**Funding Commitment Adjustment Explanation:**

SLD Selective Review has determined (based upon the submitted Item 25 documentation) that the Norfolk Public School District does not have the necessary resources to make effective use of the discounts requested within the applications filed in Funding Year 2000 under the SLD Billed Entity: 197129. Therefore, this funding request for Internet Access which was listed on a Norfolk Public School District Funding Year 2000 Form 471 application under a second SLD Billed Entity Number: 126527 (and was approved prior to the Selective Review Item 25 failure for Billed Entity Number: 197129), will be rescinded for the total committed amount of \$9,840.00, of which \$4,483.35 has been disbursed and will be recovered.



Universal Service Administrative Company  
Schools & Libraries Division

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## COMMITMENT ADJUSTMENT LETTER

October 28, 2002

Dennis Futtty  
NORFOLK PUBLIC SCHOOL DISTRICT  
800 E. City Hall Avenue  
Norfolk, VA 23510

Re: COMMITMENT ADJUSTMENT

Funding Year: 2000-2001

Form 471 Application Number: 164284

Dear Applicant:

Our routine reviews of Schools and Libraries Program funding commitments revealed certain applications where funds were committed in violation of program rules.

In order to be sure that no funds are used in violation of program rules, SLD must now adjust your overall funding commitments. The purpose of this letter is to make the adjustments to your funding commitments required by program rules.

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Please note that if the Funds Disbursed to Date amount exceeds your Adjusted Funding Commitment amount, USAC will have to recover some or all of the funds disbursed. The amount is shown as Funds to be Recovered. If funds must be recovered, we will be sending your service provider a letter describing the process for recovering these funds in the near future, and we will send a copy of the letter to you. If the Funds Disbursed to Date amount is less than the Adjusted Funding Commitment amount, USAC will continue to process properly filed invoices up to the Adjusted Funding Commitment amount.

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- **FUNDING COMMITMENT ADJUSTMENT EXPLANATION:** This entry provides a description of the reason the adjustment was made.

## **Funding Commitment Report for Application Number: 164284**

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Funding Request Number: 387892                      SPIN: 143004540

Service Provider:    Electronic Systems

Contract Number:    3689

Services Ordered:        INTERNAL CONNECTIONS

Site Identifier:

Billing Account Number: 757 - 441- 2458

Adjusted Funding Commitment:                      \$0.00

Funds Disbursed to Date:                              \$566,480.60

Funds to be Recovered:                                \$566,480.60

Funding Commitment Adjustment Explanation:

SLD Selective Review has determined (based upon the submitted Item 25 documentation) that Norfolk Public School District does not have the necessary resources to make effective use of the discounts requested within the applications filed in Funding Year 2000 under the SLD Billed Entity: 197129. Therefore, this funding request for Internal Connections which was listed on a Norfolk Public School District Funding Year 2000 Form 471 application under a second SLD Billed Entity Number: 126527 (and was approved prior to the Selective Review Item 25 failure for Billed Entity Number: 197129), will be rescinded for the committed amount of \$566,480.60, which has been disbursed in full and will be recovered.



Letter of Appeal  
Schools and Libraries Division  
Box 125-Correspondence Unit  
80 South Jefferson Road  
Whippany, NJ 07981

## ATTACHMENT 9

December 19, 2002

To Whom It May Concern:

This letter is to appeal the commitment adjustment dated 10/28/02, referencing funding year 2000 - 2001, application number 164284, FRN 387892. The contact information is

Dennis Futti,  
800 E. City Hall Ave., Norfolk VA., 23510  
Fax 757 - 628 - 3840  
Phone 757-628-3450 ext 3021  
E-mail [dfutti@nps.k12.va.us](mailto:dfutti@nps.k12.va.us)

Norfolk Public Schools (NPS) is in receipt of a letter from USAC asserting that Universal Service, E-Rate funds were committed to NPS in violation of program rules. We were quite surprised to receive this notification two years after receiving a Funding Commitment letter for this request. Equipment funded through E-Rate was installed during the funding year and was largely purchased with this E-rate commitment. In this appeal, we will demonstrate that NPS had and continues to have all resources necessary to fully utilize the equipment that was purchased from the award.

In the Commitment Adjustment Letter, USAC asserts that a "Selective Review" of a separate funding request determined that NPS lacked necessary resources to make effective use of discounts requested and was denied. Based upon the denial, this funded request was rescinded and funding of \$566,480 would be recovered. The letter does not detail whether the funds will be recovered from NPS or the vendor Electronic Systems.

We wish to point out that NPS appealed the first denial to SLD on December 7, 2000 and provided documentation supporting item 25 compliance. That appeal has never been acted upon by SLD and for over two years has remained at SLD. A positive ruling by SLD on our December 7 appeal should nullify the need for this commitment adjustment. We urge the SLD to act on our December 7 appeal with due haste.

The award was for network electronics to extend connectivity for additional computers and to upgrade the core network electronics and file server installations. The upgrade was necessary to support additional bandwidth to schools for instructional use. A portion of the award was for installation of the equipment.

The award specifically addressed goals and initiatives detailed in the district's Information

Technology Plan. Norfolk Public Schools has all resources that are listed in item 25 on the 471 form. Specifically each of these is detailed on the following pages.

## **EQUIPMENT**

Under the E-Rate funded contract with Electronic Systems Inc., NPS purchased network electronic equipment, including installation services and installation services for file servers, as submitted in the 471 request. File server installation services were for 65 file servers. The network electronics include: 3COM 4007 core switches, 3COM model 3300, and 3COM model 1100 superstack switches.

The core switches support connection to the file server(s), Internet and remote switches located in telecommunication closets throughout the school buildings. The 4007s support Gigabit Ethernet connections running at a speed of 1,000,000 bits per second.

The 3300 and 1100 switches provide network connections to 24 computers each running at 10MB per second. These switchers are located in telecommunication closets and are connected to the core switches. Some of these switches replaced older Ethernet hubs, thereby significantly increasing network bandwidth to computers through the schools, while others provided additional network connections for computers. Each secondary school, along with two centers received a 4007 Core switch. One hundred eighty six (186) model 3300 and 51 model 1110 switches were installed in the middle schools. One hundred ninety four (194) model 3300 and 134 model 1100 switches were installed in the elementary schools, along with the two centers.

## **NETWORK UTILIZATION**

NPS has made continuous strides in upgrading network service to support new instructional programs. The network is critical to instructional programs throughout the district and is used for a variety of programs and applications in the schools. The district has made consistent progress in addressing specific objectives in the IT plan including expanded local area network access, access to instructional resources, on-line testing, and multimedia distribution throughout the division. Network upgrades would not have been possible without equipment purchased under this contract and funded through E-Rate.

A network diagram is included as attachment 1. The district has a robust Wide Area Network and the utilization of network services continues to grow rapidly. Major instructional initiatives include:

- Internet Application Examples
  - Encyclopedia  
This is an on-line Internet application that is available for all students and teachers.
  - Pass-Plan  
On-line testing and reporting application tool created to give teachers immediate feedback and disaggregated data.
  - Netschools  
On-line curriculum resource and testing application used to monitor learning and to improve instruction that are correlated to the state of Virginia's Standard of Learning criteria.

Union Catalog

On-line library catalog available for teachers and students.

- CD-ROM databases

CD-ROM databases are located in the secondary schools and used by students and teachers. Elementary school students and teachers use centrally shared CD-ROM databases.

- On-line testing

State of Virginia Standards of Learning on-line testing program initiative by the Virginia general assembly mandate, requires participating high and middle schools to significantly upgrade Local Area Networks and school connectivity to standards issued by the Virginia Department of Education.

- Video Applications

- Video Streaming

Under an agreement with WHRO (local public broadcasting station) video streaming of over 4,000 video resources will be available for all schools. Video clips are available for teachers from a central database and will be displayed in their classrooms throughout the district.

- Video Conferencing

Several secondary schools have videoconferencing equipment. At the present time, schools are connected via ISDN links. NPS plans on migrating connectivity of the systems to the district's network. Once the technical issues are resolved, the systems will be interconnected via the network.

- Teacher Resources

- E-mail

All teachers are provided a GroupWise account to communicate with other teachers, school administration, and students. Several principals are known to almost exclusively communicate with teachers via e-mail, thereby reducing supply expenses and speeding up communications.

- Student Information Management System (SIMS)

All access from the schools to the district's SIMS is via the network.

Equipment installed under this award has been a critical component to providing these and other network resources to teachers, administrators, and student at all schools.

## **ELECTRICAL**

All network electronics were placed in operation, as specified in state of Virginia architectural guidelines. They were installed in school telecommunication closets and were connected to Uninterruptible Power Supplies (UPS). Telecommunications closets have adequate electrical service to support the electrical load (a representative picture included). All circuits were installed according to appropriate industry standards, and meet all City and State electrical guidelines and requirements. Several pictures of representative closets are included for your review.

NPS is committed to providing adequate electrical service to support instructional use of technology. The Capital Improvement plan details electrical service upgrades to all schools. Electrical service in all high schools has been upgraded as part of the state of Virginia's on-line testing initiative.

## **FINANCIAL**

Technology funding came from three sources for the 2000-2001 fiscal year. The operating budget provided the basis for operational support, for such items as central mainframe operations, network support, and network equipment purchases. Virginia's SOL testing initiative provided the second source of funding. This initiative provided the district with funding for high and middle schools to specifically upgrade the technology infrastructure, including such things as electrical power, network wiring, file servers, network electronics, and computers to ensure a minimum of 5 viable computers per student.

Norfolk Public Schools received 1.6 million for this purpose (provided by the Virginia General Assembly of \$26,000 per school and \$56,000 for central office support). The district's portion of the cost of large quantity of network switches for the high schools came from this funding (an encouraged practice of the state).

A Trust Account, established through E-Rate reimbursements from previous years, was the third source. The funding was earmarked for future technology expenditures. At the time of the paperwork filing, the balance was in excess of several hundred thousand of dollars.

NPS paid the district's portion of the cost of this equipment as documented by the letter from the vendor, Electronic Systems Inc (Attachment 2).

The district purchased 65 file servers for the schools during the fiscal year 2000-2001, totaling \$303,708. Other major technology purchases during this period include:

### **WAN**

The district has a high-speed Wide Area Network that connects all schools and provides Internet access. Each school has a minimum of a T1 link (1.54MB) that provides sufficient network speed for teachers and students to access the Internet and all other network-based electronic resources located outside their building. NPS funded the district's portion of the cost of the WAN.

### **Network Applications**

NPS funded critical network applications to support the various school servers, computers and network operations. These included Novell Site licensing (including e-mail), virus protection for computers and e-mail, file server backup software for school servers, Internet filtering protection, and other important network applications for annual total of over \$200,000.

### **Network Wiring**

In addition to district's internal wiring effort, an external vendor was hired to augment district's efforts to wire additional computers in the schools.

## **MAINTENANCE**

3COM model 4007 switches come with a one-year warranty, and model 1100 switches come with a limited lifetime warranty (Attachment 3). The district commits funding every year to ensure that all critical network equipment (includes network switches and UPSs) is maintained in operational order.

The district has full and part-time technical staff to support network services and ensure operational equipment. Full time technical support staff includes 15 school network engineers, based and dedicated for support of the school's technology, and seven technicians who are not assigned to a specific school, but handle support issues across the district. Additionally, there are five full-time central network engineers and two senior central engineers available to support the schools and more complex technical network issues.

## **COMPUTERS**

For the period FY2001 - 2003, hardware funding goals, as documented in the division's IT plan were:

- . Increased technological resources in all schools
- . Provide computers for 4<sup>th</sup>, 6<sup>th</sup>, and 7<sup>th</sup> grade classrooms
- . Examine and implement appropriate emerging technologies for administrative and educational application
- . Enhance connectivity to the Wide Area Network from all school locations.

The district has more than 10,000 computers listed in the fixed asset inventory, of which approximately 7,000 are connected to the network. For many of the schools, there are sufficient viable, networked computers to reach the goal of five students per computer. In addition to routine computer purchases, NPS has established several new computer labs in our secondary schools, such as a robotics lab in Blair Middle School (picture included).

The district has purchased student laptops, housed in carts, for all secondary schools. These mobile computer labs provide access to all local network and Internet resources. All computers have standard instructional software, and include the Microsoft Office suite. Carts are an excellent addition to other stationary student computers in the school.

## **TEACHER TRAINING**

Our Information Technology plan detailed several initiatives to address teacher training and assistance in integrating technology into the curriculum. Additionally the state of Virginia mandated that by July 1, 2003 all teachers must demonstrate technology competency to receive or renew their state teaching license.

The Instructional Technology department provides teachers with an array of training opportunities for staff development as well as support for teachers desiring to meet the state requirements. These include Teacherline (an on-line professional development application is focused on assisting teachers with technology integration), after school training provided by Future Kids, and summer "Tech Camp" which offers various elective demonstrations. School-based Technology Facilitators work with teachers in every school and provide tailored teacher training.

Program application and curriculum integration are the primary focus of training using word processing, graphics, spreadsheets, databases, multimedia (presentation, digital video, desktop

publishing) and the Internet. Curriculum integration involves the use of information technologies for data collection, information management, problem solving, decision-making, communication and presentations of the curriculum.

Training staff consists of:

- Teacher Specialists for staff development in technology
  - . Develop training plans, provide on-going direction and support, assist in training audits/need assessments, and provide guidelines for professional development opportunities
- School Technology Facilitator (individuals identified as technology innovators in schools)
  - . Develops/implements a school technology plan, training assessment, determines training needs within school, brokers training and seeks resources for their respective school.

Training Opportunities:

1. Instructional and/or Administrative Staff
  - Planning Time
  - Administrators' half-day session
2. Classroom demonstration
  - Modeling for teacher
  - Training students
  - Computer lab instructions
3. Individual or small group sessions
  - Classroom teachers
  - School Technology Facilitators
4. Business partners - Whole day and half day sessions, concurrent workshops and seminars
  - Future Kids TSIP Overview
5. Cooperative Instructional Programs
  - Virginia Wesleyan College - pre-service teachers
  - Old Dominion University - master technology teachers
6. Technology Literacy Challenge Grant
  - 3<sup>rd</sup>, 5<sup>th</sup>, 8<sup>th</sup> grade teachers
  - Technology Facilitators
  - Alternative Programs
7. Summer Technology Camp for Teachers
  - Concurrent sessions
  - Vendor presentations
8. Technology Academy
  - Spring 2001 set of 10 CDs provided to each NPS School containing complete basic computer course for teachers.

Training provided last year

. Computer Basic Operations	206 teachers
. Computer Professional Productivity	199 teachers
. Integration of Technology	108 teachers
. Instructional Technology Certificate Program	18 teachers
. VSTE Conference attendance	22 teachers
. Middle School Technology in Education Training	150 teachers

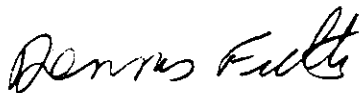
. Lightspan Network Training  
. Tech Camp for teachers

90 teachers  
150 teachers

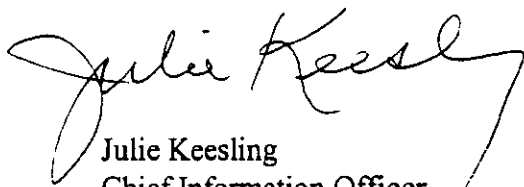
### SUMMARY

Norfolk Public Schools has met the item 25 requirements for resources to make effective use of the purchase, including maintenance, computers, training, software, fiscal, and electrical connections.

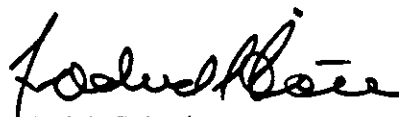
Sincerely,



Dennis Fuddy, Sr. Coordinator  
Information Division  
Norfolk Public Schools

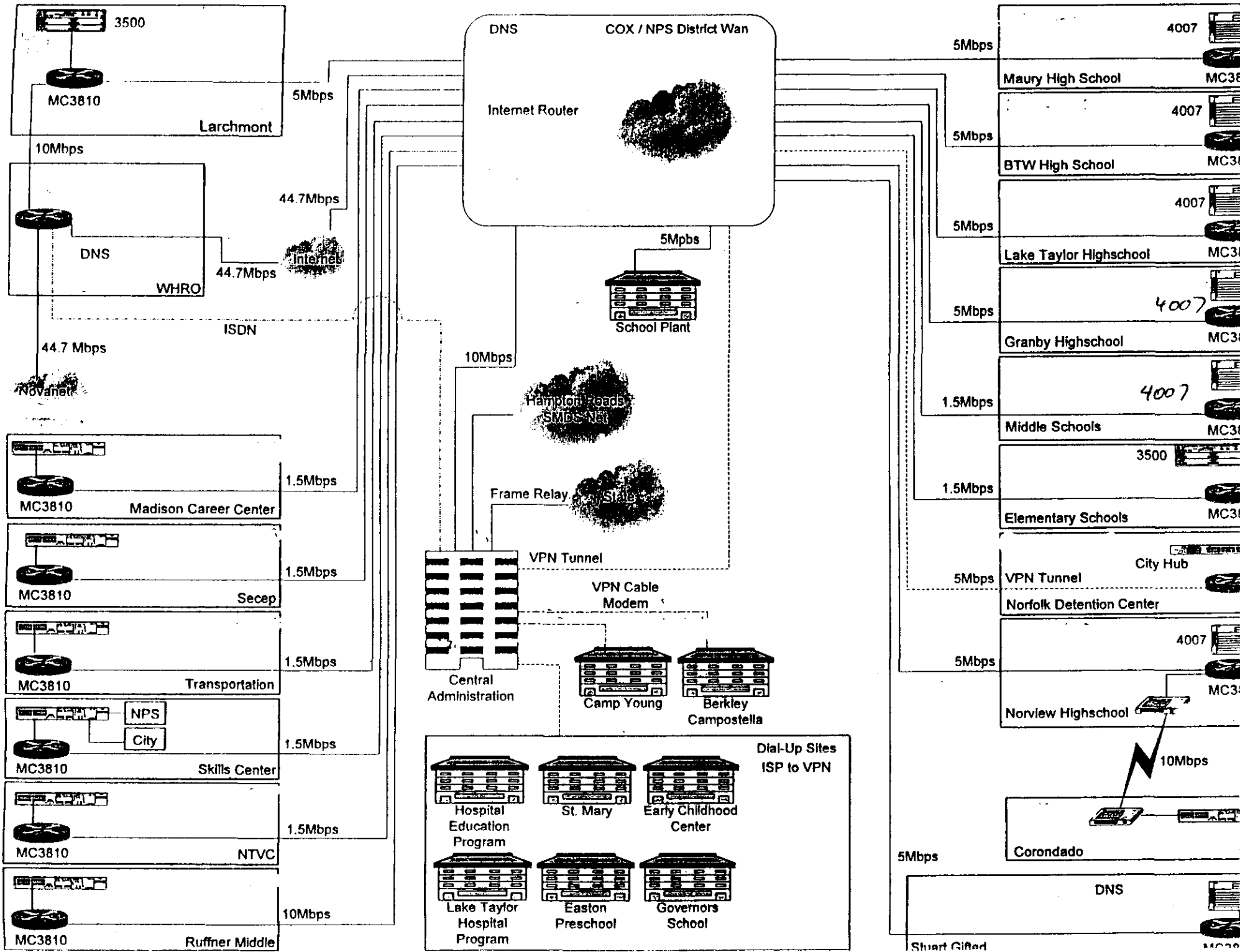


Julie Keesling  
Chief Information Officer  
Norfolk Public Schools



Frederick Schmitt  
Chief Finance Officer  
Norfolk Public Schools

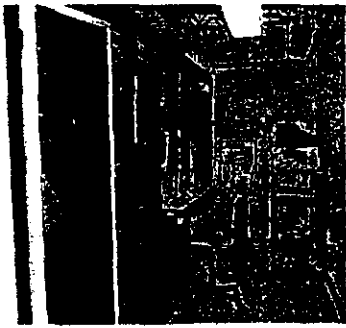
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Congressman Ed Schrock  
Congressman Robert Scott





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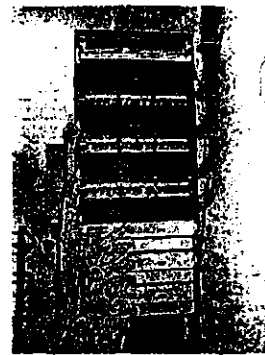
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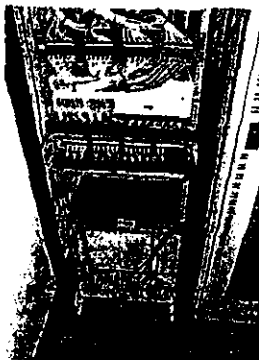
Rosemont MS

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Attachment 2



■ COMPUTERS & NETWORK INTEGRATION ■ DIGITAL COPIERS ■ TECHNOLOGY TRAINING ■ SERVICES ■ SUPPLIES

December 19, 2002

President, Kate L. Moore  
Schools and Libraries Division, USAC  
P.O. Box 125 - Correspondence Unit  
80 South Jefferson Road  
Whippany, New Jersey 07981

Dear President Moore:

This letter is an appeal for your commitment adjustment letter dated October 28, 2002.

Funding year: 2000-2001.  
Form 471 Application Number: 164284.  
Applicant Name: Norfolk Public Schools District  
Contact Person: Dennis Fuddy  
Contact Phone Number: 757-441-2458  
Our SPIN number: 143004540  
FRN Number: 387892  
Contract Number: 3689

We are a service and product provider to Norfolk Public Schools. We are in receipt of your letter dated October 28, 2002 where you are requesting that we return to your organization \$566,480.60. We are unclear of why you are requesting these funds be returned. You state that you are asking to recover the funds because you have determined that Norfolk Public Schools does not have the necessary resources to make effective use of the discounts requested within the applications filed in Funding Year 200 under SLD billed Entity: 197129. You reference two Billed Entity Numbers: 126527 and 197129. We have called and could not find anyone to explain this request to us. We are therefore appealing your decision regarding the return of funds we received almost two years ago.

FRN number 387892 that you reference was for COMPAQ switches and hubs for Norfolk Public Schools. We provided Norfolk Public Schools with product after securing approval from your organization of their technology plan. We have been paid in full by SLC for the products we provided. Norfolk Public Schools has paid in full their portion of the equipment/services based on this FRN # 387892. If we are forced to return these funds to you, we would be required to go back to Norfolk Public Schools and secure these funds in order to pay you as they are the recipient and end user of the products that were delivered under this FRN number.

Page 2  
President Moore  
December 19, 2002

We are also aware that Norfolk Public Schools is filing an appeal against this decision. This would be an incredible financial hardship on both Electronic Systems, Inc. and Norfolk Public Schools if these funds had to be returned. Additionally, we would be unable to return this product back to the manufacturer for reimbursement two years after purchase. These products are now part of Norfolk Public Schools infrastructure and their internal network would be rendered useless without these products.

We are urging you to reconsider your decision or to contact us directly with further explanation as to why you are requesting return of this sizable amount of funds.

I respectfully wait for your response.

Sincerely,  
Electronic Systems, Inc.



N. Joyce Chapman  
ERATE Administrator

Direct phone number: 757-217-1262  
Email Address: [joycec@esi.net](mailto:joycec@esi.net)  
Physical Address: 361 Southport Circle  
Virginia Beach, VA 23452  
Fax Number: 757-499-9212

## **3Com® Switch 4007/4007R**

### **3Com Corporation LIMITED WARRANTY**

*This warranty applies to customers located in the United States, Australia, Canada (except Quebec), Ireland, New Zealand, U.K., and other English language countries, and countries for which a translation into the local language is not provided.*

#### **3Com® Switch 4007/4007R Overview**

**HARDWARE:** 3Com warrants to the end user ("Customer") that this hardware product will be substantially free from material defects in workmanship and materials, under normal use and service, for the following length of time from the date of purchase from 3Com or its authorized reseller:

#### **DURATION:**

##### **One (1) Year**

3Com's sole obligation under this express warranty shall be, at 3Com's option and expense, to repair the defective product or part, deliver to Customer an equivalent product or part to replace the defective item, or if neither of the two foregoing options is reasonably available, refund to Customer the purchase price paid for the defective product. All products that are replaced will become the property of 3Com.

Replacement products or parts may be new or reconditioned. 3Com warrants any replaced or repaired product or part for ninety (90) days from shipment, or the remainder of the initial warranty period, whichever is longer.

**SOFTWARE:** 3Com warrants to Customer that each software program licensed from it, except as noted below, will, if operated as directed in the user documentation, substantially achieve the functionality described in the user documentation for a period of ninety (90) days from the date of purchase from 3Com or its authorized reseller. No updates or upgrades are provided under this warranty. 3Com's sole obligation under this express warranty shall be, at 3Com's option and expense, to refund the purchase price for the software product or replace the software product with software which meets the requirements of this warranty as described above. Customer assumes responsibility for the selection of the appropriate programs and associated reference materials.

3Com makes no warranty or representation that its software products will meet Customer's requirements or work in combination with any hardware or software products provided by third parties, that the operation of the software products will be uninterrupted or error free, or that all defects in the software products will be corrected. For any third party products listed in the 3Com software product documentation or specifications as being compatible, 3Com will make reasonable efforts to provide compatibility, except where the non-compatibility is caused by a "bug" or defect in the third party's product or from use of the software product not in accordance with 3Com's published specifications or user manual.

THIS 3COM PRODUCT MAY INCLUDE OR BE BUNDLED WITH THIRD PARTY SOFTWARE. THE WARRANTY PROVISIONS OF THIS DOCUMENT DO NOT APPLY TO SUCH THIRD PARTY SOFTWARE. IF A SEPARATE END USER LICENSE AGREEMENT HAS BEEN PROVIDED FOR SUCH THIRD PARTY SOFTWARE, USE OF THAT SOFTWARE WILL BE GOVERNED BY THAT AGREEMENT. FOR ANY APPLICABLE WARRANTY, PLEASE REFER TO THE END USER LICENSE AGREEMENT GOVERNING THE USE OF THAT SOFTWARE.

**OBTAINING WARRANTY SERVICE:** Customer must contact a 3Com Corporate Service Center or an Authorized 3Com Service Center within the applicable warranty period to obtain warranty service authorization. Dated proof of purchase from 3Com or its authorized reseller may be required. A User Service Order (USO), Return Material Authorization (RMA) or Service Repair Order (SRO) number will be issued. This number must be marked on the outside of the package sent to 3Com's Corporate Service Center. The product must be packaged appropriately for safe shipment and sent prepaid. It is recommended that returned products be insured or sent by a method that provides for tracking of the package. Responsibility for loss or damage does not transfer to 3Com until the returned item is received by 3Com. 3Com will retain risk of loss or damage until the item is delivered to Customer. For non-US Customers, the word 'prepaid' shall be omitted where this requirement is not permitted by law. The

allocation of responsibility for loss or damage stated shall be subject to any mandatory legal requirements.

3Com shall not be responsible for any software, firmware, information, or memory data of Customer contained in, stored on, or integrated with any products returned to 3Com for repair, whether under warranty or not.

**WARRANTIES EXCLUSIVE, WARRANTY DISCLAIMER:** TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, NON-INFRINGEMENT AND QUIET ENJOYMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. 3COM NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF THIS PRODUCT.

3COM SHALL NOT BE LIABLE UNDER THIS WARRANTY IF ITS TESTING AND EXAMINATION DISCLOSE THAT THE ALLEGED DEFECT OR MALFUNCTION IN THE PRODUCT DOES NOT EXIST OR WAS CAUSED BY CUSTOMER'S OR ANY THIRD PERSON'S MISUSE, NEGLIGENCE, IMPROPER INSTALLATION OR TESTING, UNAUTHORIZED ATTEMPTS TO OPEN, REPAIR OR MODIFY THE PRODUCT, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING, POWER CUTS OR OUTAGES, OTHER HAZARDS, OR ACTS OF GOD.

**LIMITATION OF LIABILITY:** TO THE FULL EXTENT ALLOWED BY LAW, 3COM ALSO EXCLUDES FOR ITSELF AND ITS LICENSORS AND SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ITS PRODUCTS, EVEN IF 3COM OR ITS AUTHORIZED RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LIMITS ITS LIABILITY TO REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE PAID, AT 3COM'S OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE.

Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers, or the limitation of liability for death or personal injury, so the above limitations and exclusions may be limited in their application to you. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the applicable written warranty. This warranty gives you specific legal rights which may vary depending on local law.

**GOVERNING LAW:** This Limited Warranty shall be governed by the laws of the State of California, U.S.A., and by the laws of the United States, excluding their conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty.

**3Com Corporation**, 5400 Bayfront Plaza, P.O. Box 58145, Santa Clara, CA 95052-8145 (408) 326-5000  
Rev. 6/20/01

**Register Online:** When you first call 3Com, we will collect customer and product information from you to determine warranty status. You can eliminate this step and speed your access to technical support by registering on-line at [http://www.3com.com/support/en\\_US/productreg/frontpg.html](http://www.3com.com/support/en_US/productreg/frontpg.html).

# **3Com® SuperStack® 3 Switch 3300**

## **3Com Corporation LIMITED WARRANTY**

*This warranty applies to customers located in the United States, Australia, Canada (except Quebec), Ireland, New Zealand, U.K., and other English language countries, and countries for which a translation into the local language is not provided.*

### **3Com® SuperStack® 3 Switch 3300/SuperStack II Switch 1100 Family Overview**

**HARDWARE:** 3Com warrants to the end user ("Customer") that this hardware product will be substantially free from material defects in workmanship and materials, under normal use and service, for the following length of time from the date of purchase from 3Com or its authorized reseller:

#### **DURATION:**

**Limited Hardware Warranty Duration:**

**Limited Lifetime**

**30-day return to factory for replacement or repair; includes power supply and fan, if applicable.**

#### **Limited Software Warranty Duration:**

**90 days for media replacement and bug fixes**

3Com's sole obligation under this express warranty shall be, at 3Com's option and expense, to repair the defective product or part, deliver to Customer an equivalent product or part to replace the defective item, or if neither of the two foregoing options is reasonably available, refund to Customer the purchase price paid for the defective product. All products that are replaced will become the property of 3Com.

Replacement products or parts may be new or reconditioned. 3Com warrants any replaced or repaired product or part for ninety (90) days from shipment, or the remainder of the initial warranty period, whichever is longer.

**SOFTWARE:** 3Com warrants to Customer that each software program licensed from it, except as noted below, will, if operated as directed in the user documentation, substantially achieve the functionality described in the user documentation for a period of ninety (90) days from the date of purchase from 3Com or its authorized reseller. No updates or upgrades are provided under this warranty. 3Com's sole obligation under this express warranty shall be, at 3Com's option and expense, to refund the purchase price for the software product or replace the software product with software which meets the requirements of this warranty as described above. Customer assumes responsibility for the selection of the appropriate programs and associated reference materials.

3Com makes no warranty or representation that its software products will meet Customer's requirements or work in combination with any hardware or software products provided by third parties, that the operation of the software products will be uninterrupted or error free, or that all defects in the software products will be corrected. For any third party products listed in the 3Com software product documentation or specifications as being compatible, 3Com will make reasonable efforts to provide compatibility, except where the non-compatibility is caused by a "bug" or defect in the third party's product or from use of the software product not in accordance with 3Com's published specifications or user manual.

**THIS 3COM PRODUCT MAY INCLUDE OR BE BUNDLED WITH THIRD PARTY SOFTWARE. THE WARRANTY PROVISIONS OF THIS DOCUMENT DO NOT APPLY TO SUCH THIRD PARTY SOFTWARE. IF A SEPARATE END USER LICENSE AGREEMENT HAS BEEN PROVIDED FOR SUCH THIRD PARTY SOFTWARE, USE OF THAT SOFTWARE WILL BE GOVERNED BY THAT AGREEMENT. FOR ANY APPLICABLE WARRANTY, PLEASE REFER TO THE END USER LICENSE AGREEMENT GOVERNING THE USE OF THAT SOFTWARE.**

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recommended that returned products be insured or sent by a method that provides for tracking of the package. Responsibility for loss or damage does not transfer to 3Com until the returned item is received by 3Com. 3Com will retain risk of loss or damage until the item is delivered to Customer. For non-US Customers, the word 'prepaid' shall be omitted where this requirement is not permitted by law. The allocation of responsibility for loss or damage stated shall be subject to any mandatory legal requirements.

3Com shall not be responsible for any software, firmware, information, or memory data of Customer contained in, stored on, or integrated with any products returned to 3Com for repair, whether under warranty or not.

**WARRANTIES EXCLUSIVE, WARRANTY DISCLAIMER:** TO THE FULL EXTENT ALLOWED BY LAW, THE FOREGOING WARRANTIES AND REMEDIES ARE EXCLUSIVE AND ARE IN LIEU OF ALL OTHER WARRANTIES, TERMS OR CONDITIONS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES, TERMS OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, CORRESPONDENCE WITH DESCRIPTION, NON-INFRINGEMENT AND QUIET ENJOYMENT, ALL OF WHICH ARE EXPRESSLY DISCLAIMED. 3COM NEITHER ASSUMES NOR AUTHORIZES ANY OTHER PERSON TO ASSUME FOR IT ANY OTHER LIABILITY IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE OR USE OF THIS PRODUCT.

3COM SHALL NOT BE LIABLE UNDER THIS WARRANTY IF ITS TESTING AND EXAMINATION DISCLOSE THAT THE ALLEGED DEFECT OR MALFUNCTION IN THE PRODUCT DOES NOT EXIST OR WAS CAUSED BY CUSTOMER'S OR ANY THIRD PERSON'S MISUSE, NEGLIGENCE, IMPROPER INSTALLATION OR TESTING, UNAUTHORIZED ATTEMPTS TO OPEN, REPAIR OR MODIFY THE PRODUCT, OR ANY OTHER CAUSE BEYOND THE RANGE OF THE INTENDED USE, OR BY ACCIDENT, FIRE, LIGHTNING, POWER CUTS OR OUTAGES, OTHER HAZARDS, OR ACTS OF GOD.

**LIMITATION OF LIABILITY:** TO THE FULL EXTENT ALLOWED BY LAW, 3COM ALSO EXCLUDES FOR ITSELF AND ITS LICENSORS AND SUPPLIERS ANY LIABILITY, WHETHER BASED IN CONTRACT OR TORT (INCLUDING NEGLIGENCE), FOR INCIDENTAL, CONSEQUENTIAL, INDIRECT, SPECIAL, OR PUNITIVE DAMAGES OF ANY KIND, OR FOR LOSS OF REVENUE OR PROFITS, LOSS OF BUSINESS, LOSS OF INFORMATION OR DATA, OR OTHER FINANCIAL LOSS ARISING OUT OF OR IN CONNECTION WITH THE SALE, INSTALLATION, MAINTENANCE, USE, PERFORMANCE, FAILURE, OR INTERRUPTION OF ITS PRODUCTS, EVEN IF 3COM OR ITS AUTHORIZED RESELLER HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND LIMITS ITS LIABILITY TO REPAIR, REPLACEMENT, OR REFUND OF THE PURCHASE PRICE PAID, AT 3COM'S OPTION. THIS DISCLAIMER OF LIABILITY FOR DAMAGES WILL NOT BE AFFECTED IF ANY REMEDY PROVIDED HEREIN SHALL FAIL OF ITS ESSENTIAL PURPOSE.

Some countries, states, or provinces do not allow the exclusion or limitation of implied warranties or the limitation of incidental or consequential damages for certain products supplied to consumers, or the limitation of liability for death or personal injury, so the above limitations and exclusions may be limited in their application to you. When the implied warranties are not allowed to be excluded in their entirety, they will be limited to the duration of the applicable written warranty. This warranty gives you specific legal rights which may vary depending on local law.

**GOVERNING LAW:** This Limited Warranty shall be governed by the laws of the State of California, U.S.A., and by the laws of the United States, excluding their conflicts of laws principles. The United Nations Convention on Contracts for the International Sale of Goods is hereby excluded in its entirety from application to this Limited Warranty.

**3Com Corporation**, 5400 Bayfront Plaza, P.O. Box 58145, Santa Clara, CA 95052-8145 (408) 326-5000  
Rev. 6/20/01

**Register Online:** When you first call 3Com, we will collect customer and product information from you to determine warranty status. You can eliminate this step and speed your access to technical support by registering on-line at [http://www.3com.com/support/en\\_US/productreg/frontpg.html](http://www.3com.com/support/en_US/productreg/frontpg.html).



Letter of Appeal  
Schools and Libraries Division  
Box 125-Correspondence Unit  
80 South Jefferson Road  
Whippany, NJ 07981

December 19, 2002

To Whom It May Concern:

This letter is to appeal the commitment adjustment dated 10/28/02, referencing funding year 2000 - 2001, application number 165013, FRN 329360. The contact information is

Dennis Fatty,  
800 E. City Hall Ave., Norfolk VA., 23510  
Fax 757 - 628 - 3840  
Phone 757-628-3450 ext 3021  
E-mail [dfatty@nps.k12.va.us](mailto:dfatty@nps.k12.va.us)

Norfolk Public Schools (NPS) is in receipt of a letter from USAC asserting that Universal Service, E-Rate funds were committed to NPS in violation of program rules. We were quite surprised to receive this notification two years after receiving a Funding Commitment letter for this request. Equipment funded through E-Rate was installed during the funding year and was largely purchased with this E-rate commitment. In this appeal, we will demonstrate that NPS had and continues to have all resources necessary to fully utilize the equipment that was purchased from the award.

In the Commitment Adjustment Letter, USAC asserts that a "Selective Review" of a separate funding request determined that NPS lacked necessary resources to make effective use of discounts requested and was denied. Based upon the denial, this funded request was rescinded and funding of \$4,483.35 would be recovered. The letter does not detail whether the funds will be recovered from NPS or the vendor Hampton Roads Education Telecommunications Assoc. Inc. (WHRO).

We wish to point out that NPS appealed the first denial to SLD on December 7, 2000 and provided documentation supporting item 25 compliance. That appeal has never been acted upon by SLD and for over two years has remained at SLD. A positive ruling by SLD on our December 7 appeal should nullify the need for this commitment adjustment. We urge the SLD to act on our December 7 appeal with due haste.

The award was for Internet dial-up access for teachers, administrators, and schools. The amount represents a district reimbursement of expenses documented on a BEAR form (copy attached). The award specifically addressed goals and initiatives detailed in the district's Information Technology Plan. Norfolk Public Schools has all resources that are listed in item 25 on the 471 form. Specifically each of these is detailed on the following pages.

## **NETWORK UTILIZATION**

NPS has made continuous strides in upgrading network service to support new instructional programs. The network is critical to instructional programs throughout the district and is used for a variety of programs and applications in the schools. The district has made consistent progress in addressing specific objectives in the IT plan including expanded local area network access, access to instructional resources, on-line testing, and multimedia distribution throughout the division.

A network diagram is included as attachment 1. The district has a robust Wide Area Network and the utilization of network services continues to grow rapidly. Major instructional initiatives include:

NPS has made continuous strides in upgrading network service to support new instructional programs. Dial-in access supported remote access for teachers and other staff to the Internet. Major instructional initiatives included during that time period:

- Internet Application Examples
  - . Encyclopedia  
This is an on-line Internet application that is available for all students and teachers.
  - . Netschools  
On-line curriculum resource and testing application used to monitor learning and to improve instruction that are correlated to the state of Virginia's Standard of Learning criteria.
  - . Union Catalog  
On-line library catalog available for teachers and students.
- Teacher Resources
  - . E-mail  
All teachers are provided a GroupWise account to communicate with other teachers, school administration, and students. Several principals are known to almost exclusively communicate with teachers via e-mail, thereby reducing supply expenses and speeding up communications.

## **ELECTRICAL**

NPS is committed to providing adequate electrical service to support instructional use of technology. The Capital Improvement plan details electrical service upgrades to all schools. Electrical service in all high schools has been upgraded as part of the state of Virginia's on-line testing initiative.

## **FINANCIAL**

Technology funding came from three sources for the 2000-2001 fiscal year. The operating budget provided the basis for operational support, for such items as central mainframe operations, network support, and network equipment purchases. Virginia's SOL testing initiative

provided the second source of funding. This initiative provided the district with funding for high and middle schools to specifically upgrade the technology infrastructure, including such things as electrical power, network wiring, file servers, network electronics, and computers to ensure a minimum of 5 viable computers per student.

Norfolk Public Schools received 1.6 million for this purpose (provided by the Virginia General Assembly of \$26,000 per school and \$56,000 for central office support). The district's portion of the cost of large quantity of network switches for the high schools came from this funding (an encouraged practice of the state).

A Trust Account, established through E-Rate reimbursements from previous years, was the third source. The funding was earmarked for future technology expenditures. At the time of the paperwork filing, the balance was in excess of several hundred thousand of dollars.

NPS paid the district's portion of the cost of this service as evidenced by the completed BEAR form.

The district has full and part-time technical staff to support network services and ensure operational equipment. Full time technical support staff includes 15 school network engineers, based and dedicated for support of the school's technology, and seven technicians who are not assigned to a specific school, but handle support issues across the district. Additionally, there are five full-time central network engineers and two senior central engineers available to support the schools and more complex technical network issues.

## **COMPUTERS**

For the period FY2001 - 2003, hardware funding goals, as documented in the division's IT plan were:

- . Increased technological resources in all schools
- . Provide computers for 4<sup>th</sup>, 6<sup>th</sup>, and 7<sup>th</sup> grade classrooms
- . Examine and implement appropriate emerging technologies for administrative and educational application
- . Enhance connectivity to the Wide Area Network from all school locations.

The district has more than 10,000 computers listed in the fixed asset inventory, of which approximately 7,000 are connected to the network. For many of the schools, there are sufficient viable, networked computers to reach the goal of five students per computer. In addition to routine computer purchases, NPS has established several new computer labs in our secondary schools, such as a robotics lab in Blair Middle School (picture included).

The district has purchased student laptops, housed in carts, for all secondary schools. These mobile computer labs provide access to all local network and Internet resources. All computers have standard instructional software, and include the Microsoft Office suite. Carts are an excellent addition to other stationary student computers in the school.

## **TEACHER TRAINING**

Our Information Technology plan detailed several initiatives to address teacher training and assistance in integrating technology into the curriculum. Additionally the state of Virginia

mandated that by July 1, 2003, all teachers must demonstrate technology competency to receive or renew their state teaching license.

The Instructional Technology department provides teachers with an array of training opportunities for staff development as well as support for teachers to meet the state requirements.

These include Teacherline (an on-line professional development application is focused on assisting teachers with technology integration), after school training provided by Future Kids, and summer "Tech Camp" which offers various elective demonstrations. School-based Technology Facilitators work with teachers in every school and provide tailored teacher training.

Program application and curriculum integration are the primary focus of training using word processing, graphics, spreadsheets, databases, multimedia (presentation, digital video, desktop publishing) and the Internet. Curriculum integration involves the use of information technologies for data collection, information management, problem solving, decision-making, communication and presentations of the curriculum.

Training staff consists of:

- Teacher Specialists for staff development in Technology
  - . Develop training plans, provide on-going direction and support, assist in training audits/need assessments, and provide guidelines for professional development opportunities
- School Technology Facilitator (individuals identified as technology innovators in schools)
  - . Develops/implements a school technology plan, training assessment, determines training needs within school, brokers training and seeks resources for their respective school.

Training Opportunities:

1. Instructional and/or Administrative Staff
  - Planning Time
  - Administrators' half-day session
2. Classroom demonstration
  - Modeling for teacher
  - Training students
  - Computer lab instructions
3. Individual or small group sessions
  - Classroom teachers
  - School Technology Facilitators
4. Business partners - Whole day and half day sessions, concurrent workshops and seminars
  - Future Kids TSIP Overview
5. Cooperative Instructional Programs
  - Virginia Wesleyan College - pre-service teachers
  - Old Dominion University - master technology teachers
6. Technology Literacy Challenge Grant
  - 3<sup>rd</sup>, 5<sup>th</sup>, 8<sup>th</sup> grade teachers
  - Technology Facilitators
  - Alternative Programs
7. Summer Technology Camp for Teachers
  - Concurrent sessions

Vendor presentations

8. Technology Academy

Spring 2001 set of 10 CDs provided to each NPS School containing complete basic computer course for teachers.

Training provided last year

. Computer Basic Operations	206 teachers
. Computer Professional Productivity	199 teachers
. Integration of Technology	108 teachers
. Instructional Technology Certificate Program	18 teachers
. VSTE Conference attendance	22 teachers
. Middle School Technology in Education Training	150 teachers
. Lightspan Network Training	90 teachers
. Tech Camp for teachers	150 teachers

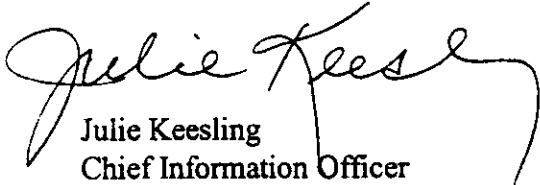
**SUMMARY**

Norfolk Public Schools has met the item 25 requirements for resources to make effective use of the Internet dial-in service.

Sincerely,



Dennis Fuddy, Sr. Coordinator  
Information Division  
Norfolk Public Schools



Julie Keesling  
Chief Information Officer  
Norfolk Public Schools



Frederick Schmitt  
Chief Finance Officer  
Norfolk Public Schools

CC: Greg Weisiger, VDOE  
Congressman Ed Schrock  
Congressman Robert Scott



**Universal Service Administrative Company**  
Schools & Libraries Division

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**FORM 472 BILLED ENTITY APPLICANT REIMBURSEMENT APPROVAL**

March 08, 2001

Hampton Roads Educational Telecommunications Assoc., Inc.  
Brian Callahan  
5200 Hampton Blvd.  
Norfolk, VA 23508

**Re: Approval of Billed Entity Applicant Reimbursement Form**

Hampton Roads Educational Telecommunications Assoc., Inc.  
Service Provider Identification Number: 143004547

471 Applicant:  
NORFOLK PUBLIC SCHOOL DISTRICT  
JENNIFER EISSING  
800 EAST CITY HALL AVENUE  
NORFOLK, VA 23510

Billed Entity Number: 126527  
Total Amount of Reimbursement Approved for Payment: \$4483.35  
Applicant Reimbursement Form Number: WHRO  
SLD Applicant Reimbursement Form Number: 189780  
Contact Name for Billed Entity Applicant Reimbursement Form: JENNIFER EISSING  
Preferred Mode of Contact: EMAIL  
Contact Info: dfutty@sbo.nps.k12.va.us

As you know from a "Funding Commitment Decision Letter" previously sent to you, the Schools and Libraries Division (SLD) has committed to reimburse you for the discounted portion of eligible services provided to eligible entities pursuant to Form(s) 471 filed by the 471 Applicant named above. You also know from a "Form 486 Notification Letter" also sent to you previously that this 471 Applicant has filed a Form 486 advising the SLD that service delivery has begun. You have also worked with the 471 Applicant to complete the Billed Entity Applicant Reimbursement Form seeking reimbursement to the 471 Applicant of the discounted portion of bills paid in full to you since the effective date of the discount.

The SLD has processed the Billed Entity Applicant Reimbursement Form and found it to be in compliance with Federal Communications Commission (FCC) rules. Pursuant to the Service Provider Acknowledgement page of the Billed Entity Applicant Reimbursement Form, which you signed, you must remit to the 471 Applicant as soon as possible the amount shown as "Total Amount of Reimbursement Approved for Payment" above, but in no event later than 10 calendar days after receipt of payment of the approved discounts from the Universal Service Administrative Company. You also agreed not to tender or make use of the payment of the approved discounts issued by the Universal Service Administrative Company to you prior to remitting the discount to the Billed Entity Applicant. If the "Total Amount of Reimbursement Approved for Payment" is greater than the amount of the "Funding Commitment Decision," then the Universal Service Administrative Company will issue a check in an amount not to exceed the "Funding Commitment Decision." You should expect that the check will be mailed to you within 20 calendar days of the date of this letter.

To provide the discount amount, the "Total Amount of Reimbursement Approved for Payment," to the Form 471 Billed Entity Applicant, the service provider may (1) issue a check, or (2) issue a credit on the 471 Applicant's bill.

On the following page(s) is a list, for each service request detailed in the applicant's FCC Form 471, Block 5, Discount Funding Request, showing the reimbursement amount billed for each FRN. For each item, there is the Funding Request Number (FRN), and several other identifying pieces of information. For each FRN, the SLD will deduct the amount approved for reimbursement from the Funding Commitment Decision it has made for the FRN, so that the maximum remaining amount available for payment will be the original commitment less the amount approved for reimbursement to the 471 Applicant.

Please Note: Beginning with Funding Year 3 (07/01/2000 - 06/30/2001), if part of this Billed Entity Applicant Reimbursement is the first payment request for an FRN for the associated funding year, all subsequent disbursements for the FRN may be made only on the basis of a FCC Form 472, Billed Entity Reimbursement Form. In short, where the BEAR is the first payment request on an FRN, an FCC Form 474 Service Provider Invoice Form for that FRN will not be accepted.

#### Explanation of Information Provided in Approval of Billed Entity Applicant Reimbursement Form Letter

On the following pages we provide you with identifying information for the FRNs for which the 471 Applicant is seeking reimbursement. To help understand this synopsis the following definitions are provided:

- \* Funding Request Number (FRN): A Funding Request Number is assigned by the SLD to each service request detailed in Block 5 of the Applicant's Form 471 once an application has been processed. This number is used to report to Applicants and Service Providers the status of individual discount requests submitted on Form 471.
- \* 471 Application Number: A unique identifier assigned to a Form 471 by the SLD (from page 1 of the Form 471).
- \* Funding Year: The funding year for which discounts have been approved.
- \* Contract Number: The number of the contract between the eligible party and the service provider. This will be present only if a contract number was provided on Form 471.
- \* Funding Commitment Decision: This represents the total amount of funding that the SLD has reserved to reimburse service providers for the discounts for this service.
- \* Reimbursement Amount for this FRN: This is the amount of reimbursement to the 471 Applicant that has been approved for the FRN. This amount will be deducted from the Funding Commitment Decision amount.
- \* Reimbursement Request Decision Explanation (if applicable): This is the reason(s) that a Reimbursement Request may be reduced or rejected.

Synopsis of Approved Applicant Reimbursement Amounts by FRN

Funding Request Number: 329360  
471 Application Number: 165013  
Funding Year: 07/01/2000 - 06/30/2001  
Contract Number: MTM  
Funding Commitment Decision: \$9840.00  
Reimbursement Amount for this FRN: \$4483.35

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CC: NORFOLK PUBLIC SCHOOL DISTRICT



# Attachment 1

